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BOVIS LEND LEASE, INC. as assignee of
LNR-LENNAR BRANNAN STREET, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BOVIS LEND LEASE, INC., as assignee of
LNR-LENNAR BRANNAN STREET, LLC,

Plaintiff,
vs.

MBH ARCHITECTS, INC. aka MCNULTY
BRISKMAN HEATH and DOES 1 through 150,

Defendants.

MBH ARCHITECTS, INC., a/k/a McNULTY
BRISKMAN HEATH,

Cross-Complainant,
vs.

LNR-LENNAR BRANNAN STREET, LLC,
and ROES, 1 through 150, inclusive,

Cross-Defendants.

Case No. C 07-05262 JSW

**REQUEST FOR CONTINUANCE OF
PRETRIAL CONFERENCE AND
EXTENSION OF ASSOCIATED
DEADLINES; ~~PROPOSED~~ ORDER**

Judge: Hon. Jeffrey S. White

Trial Date: April 20, 2009

The Parties have reached a tentative settlement in the above-captioned matter and request that this Court continue the Pre-Trial Conference set for March 31, 2009 and all associated deadlines for seven (7) days to allow the Parties additional time to memorialize the settlement in a written settlement agreement. The parties expect that a Notice of Settlement will be filed within the next three (3) court days.

DATED: March ___, 2009.

GORDON & REES, LLP

By: S. Mitchell Kaplan

S. Mitchell Kaplan

Attorneys for Plaintiff BOVIS LEND LEASE, INC. as
assignee of LNR-LENNAR BRANNAN STREET, LLC

ORDER

IT IS HEREBY ORDERED that the Pre-Trial Conference set for March 31, 2009 be continued to April 8, 2009 at 10:00 a.m. ~~and all other deadlines in this case are continued seven (7) Court days.~~

Dated: March 31, 2009


JUDGE OF THE SUPERIOR COURT

The filings that were due pursuant to this Court's March 20 Order shall be due by no later than 4:00 p.m. on Friday, April 3, 2009, in the event this matter does not settle. The parties are also advised that, in the future, when the Court has set a deadline, they should request an extension of time to complete the deadline, even when the reason for failing to comply with the deadline pertains to settlement efforts.